

**A SUBSTITUTE ORDINANCE  
AS AMENDED BY FINANCE/EXECUTIVE COMMITTEE**

**07-O-0589**

**AN ORDINANCE AUTHORIZING THE CITY OF ATLANTA TO WAIVE THE COMPETITIVE PROCUREMENT PROVISIONS CONTAINED IN ARTICLE X, PROCUREMENT AND REAL ESTATE CODE, OF THE CITY OF ATLANTA CODE OF ORDINANCES, ON A MONTH-TO-MONTH BASIS TO OBTAIN CONTINUED SERVICES FOR THE CITY OF ATLANTA UNDER AN EXPIRED CONTRACT WITH ATLANTA VICTIM ASSISTANCE, INC., FORMERLY KNOWN AS VICTIM WITNESS ASSISTANCE PROGRAM, INC., FOR CONSULTATION AND SUPPORT SERVICES TO VICTIMS AND WITNESSES OF CRIME, IN AN AMOUNT NOT TO EXCEED TWENTY SIX THOUSAND DOLLARS AND NO CENTS (\$26,000.00) PER MONTH; ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER 3P02 (TRUST FUND) 524001 (CONSULTANT/ PROFESSIONAL/ SERVICES) S11001 (COURT OPERATIONS); AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta ("City") did enter into an agreement with Atlanta Victim Assistance, Inc., formerly known as Victim Witness Assistance Program, Inc., for consultation and support services to victims and witnesses of crime; and

**WHEREAS**, the contract was for a period of five (5) years beginning May 1, 1994 and ending April 30, 1999; and

**WHEREAS**, the contract technically expired on April 30, 1999, although Atlanta Victim Assistance, Inc. has continued to provide services under such expired Contract; and

**WHEREAS**, the services provided by Atlanta Victim Assistance, Inc. need to continue until a new solicitation is completed to ensure that victims and witnesses of crime continue to receive support services; and

**WHEREAS**, the City desires to ratify the prior provision of services by Atlanta Victim Assistance, Inc., formerly known as Victim Witness Assistance Program, Inc., under its expired contract and the City's payment for such services, and to authorize the City to continue its relationship with Atlanta Victim Assistance, Inc., formerly known as Victim Witness Assistance Program, Inc., and extend the contract on a month-to-month basis, under the same terms and conditions governing the parties under the expired Contract, for a period of up to eight (8) months, so as to ensure the continued provision of the vital services provided by Atlanta Victim Assistance, Inc., until the City successfully awards a new contract for such services under its pending procurement; and

**WHEREAS**, Atlanta Victim Assistance, Inc., is willing to provide consultation and support services to victims and witnesses of crime under such an extended contractual relationship; and

**WHEREAS**, the Chief of Staff and the Chief Procurement Officer have recommended the transaction contemplated by this Ordinance.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS:**

**SECTION 1:** The City's actions in accepting and paying for services by Atlanta Victim Assistance, Inc., ("AVA") formerly known as Victim Witness Assistance Program, Inc., under its expired Contract are ratified and confirmed and the City is authorized to continue its relationship with AVA and extend the Contract (in substantial form as the Agreement attached hereto as Exhibit 1) on a month-to-month basis, under the same terms and conditions governing the parties under the expired Contract, for a period of up to eight (8) months, in an amount not to exceed Twenty Six Thousand Dollars and No Cents (\$26,000.00) per month, however, the amount paid to AVA in any given month shall not exceed the amount of money collected by the Municipal Court for victim-witness support programs for that month, so as to ensure the continued provision of the vital services provided by AVA until the City successfully awards a new contract for such services under its pending procurement. In the event that the City decides to terminate its agreement with AVA, the City shall give AVA 60 days notice of its intent to terminate the agreement.

**SECTION 2:** All services performed will be charged to and paid from Fund, Account and Center Number 3P02 (Trust Fund) 524001 (Consultant/ Professional Services) S11001 (Court Operations).

**SECTION 3:** That the 2007 Trust Fund Budget is hereby amended as follows:

**ADD TO ANTICIPATIONS**

|             |                            |              |
|-------------|----------------------------|--------------|
| 3P02 S11001 | Court Operations           |              |
| 652106      | Vict/ Wit Pen on Fine (ST) | \$208,000.00 |

**ADD TO APPROPRIATIONS**

|             |                                  |              |
|-------------|----------------------------------|--------------|
| 3P02 S11001 | Court Operations                 |              |
| 724001      | Consultant/Professional/Services | \$208,000.00 |

**SECTION 4:** The Chief Financial Officer is authorized to remit or accept payment, as appropriate, for the services identified in Section One of this ordinance.

**SECTION 5:** The Mayor is authorized, on behalf of the City, to take any other and further action and to execute, acknowledge, accept and/or deliver any other and further instruments, documents and assurances as deemed desirable and appropriate to

consummate the temporary transactions authorized by this Ordinance and to effectuate the terms, purposes and intent of this Ordinance.

**SECTION 6:** That Chapter 2, Article X, Division 4, Section 2-1187 of the City of Atlanta's Code of Ordinances is hereby waived to the extent that such applies to the authorization of the month- to month contract.

**SECTION 7:** That all ordinances or parts of ordinances in conflict herewith are hereby waived for this instance only.

Exhibit 1

**STATE OF GEORGIA**

**COUNTY OF FULTON**

This agreement, made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2007 by and between the City of Atlanta, a municipal corporation of the State of Georgia (hereinafter "City") and Atlanta Victim Assistance, Inc., formerly known as "Victim and Witness Assistance Program, Inc.," formerly known as "Metropolitan Atlanta Crime Commission" (hereinafter "Contractor").

**WITNESSETH:**

**WHEREAS**, the City entered into an agreement (hereinafter "original contract") with the Metropolitan Atlanta Crime Commission in 1994 to provide for consultation and support services to victims and witnesses of crime; and

**WHEREAS**, the original contract was for a period of five (5) years beginning May 1, 1994 and ending April 30, 1999; and

**WHEREAS**, the Metropolitan Atlanta Crime Commission transferred all of its tangible and intangible assets to the Victim and Witness Assistance program, Inc., later renamed Atlanta Victim Assistance, Inc.; and

**WHEREAS**, the original contract technically expired on April 30, 1999, although Atlanta Victim Assistance, Inc. has continued to provide services under such expired Contract; and

**WHEREAS**, the City was authorized to enter the original contract with the Metropolitan Atlanta Crime Commission by ordinance adopted by the Atlanta City Council on May 17, 1993 and approved by the Mayor on May 25, 1993; and

**WHEREAS**, the City desires to ratify prior provision of services by Atlanta Victim Assistance, Inc., under the expired original contract and the City's payment for

such services, and to authorize the City to continue its relationship with Atlanta Victim Assistance, Inc., and extend the contract on a month-to-month basis, under the same terms and conditions governing the parties under the expired Contract, for a period of up to eight (8) months, so as to ensure the continued provision of the vital services provided by Atlanta Victim Assistance, Inc., until the City successfully awards a new contract for such services under its pending procurement; and

**WHEREAS**, Atlanta Victim Assistance, Inc., is willing to provide consultation and support services to victims and witnesses of crime under such an extended contractual relationship.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants hereinafter contained, it is agreed between the parties hereto as follows:

1.

Except as to the term of the agreement and the source of funds for payment thereof, the terms and conditions contained in the original contract shall be in full force and effect and are incorporated by reference in this agreement and appended to this agreement as "Exhibit A."

2.

The term of this agreement shall be month-to-month for a period not to exceed eight (8) months from the date of the last signature placed on this agreement.

3.

Termination of this agreement shall be upon sixty (60) days' written notice from the City to the Contractor.

4.

Payment for services rendered pursuant to this agreement shall be charged to and paid from such fund account and center number(s) as shall be authorized by the Atlanta City Council and a copy of such authorizing legislation shall be attached to this agreement as "Exhibit B".

5.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement and affixed their seals by their duly authorized agents after having first been authorized to do so, on the day and year specified above.

CITY OF ATLANTA

ATLANTA VICTIM ASSISTANCE, INC.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Executive Officer

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Municipal Clerk

AFFIX CORPORATE SEAL

\_\_\_\_\_  
Chief Operating Officer

\_\_\_\_\_  
Chief Judge, Municipal Court

\_\_\_\_\_  
Chief Procurement Officer

Approved as to Form:

\_\_\_\_\_  
City Attorney

STATE OF GEORGIA  
COUNTY OF FULTON

This agreement, made and entered into this the 5th day of May, 1994 by and between the CITY OF ATLANTA, a municipal corporation of the State of Georgia, (hereinafter referred to as the "City") and Metropolitan Atlanta Crime Commission, (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the City desires to fund a Victim-Witness Assistance Program with the Contractor; and

WHEREAS, the Victim-Witness Assistance program will provide consultation and support services to victims and witnesses of crime; and

WHEREAS, the Victim-Witness Assistance Program is designed to provide a variety of support, referral and economic assistance services to the victim/witness of crime; and

WHEREAS, by ordinance adopted by the Atlanta City Council on May 17, 1993, and approved by the Mayor on May 25, the City was authorized to enter into this contract, a copy of said ordinance being hereto attached, marked "Exhibit A", and made a part hereof by reference.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, it is agreed between the parties hereto as follows:

1.

The Contractor does hereby agree to furnish all labor, materials, tools and equipment required for the performance and satisfactory continuation of all work contained in the report submitted by the Contractor and marked "Exhibit B".

2.

The Contractor agrees to provide consultation and support services for the Victim-Witness Assistance Program, to include:

1. Provision of direct services to victims of crime regardless of whether an offender has been arrested.
2. Reduction in the rate of case dismissal due to failure of victim/witness to appear in court and testify.

3.

The Contractor further agrees to provide the above services by the following methods:

1. Criminal Justice Support

Notification of Victim/Witness  
Court Escort  
Preparation for Testifying  
Assistance with Reporting  
General Information  
Legal Referral

2. Emotional Support/Referral

Crisis Intervention  
Domestic Violence  
Medical  
Child Care  
Ministerial  
Community Service Agency  
Rape Crisis Center

3. Economic Assistance/Referral

4.

The City and the Contractor agree that the terms of this Agreement shall be for a period of five (5) years to begin May 1, 1994 and to conclude on April 30, 1999.



5.

The City agrees to pay the Contractor for work called for in this contract in accordance with the ordinance adopted by the City Council and approved by the Mayor, authorizing distribution of funds collected under House Bill Number 836 and House Bill Number 790, imposing additional fines on both criminal and traffic fines in the Atlanta Municipal Court and the Atlanta Traffic Court.

The City will disburse to the Metropolitan Atlanta Crime Commission on a quarterly basis, the two-thirds amount of the surcharges described in State Bills 790 and 836, based on the budget approved by the Finance Department and reviewed by both the Finance Committee and Council.

6.

During the performance of this agreement, the Contractor agrees to comply with all provisions of Chapter 5, Article D of the Code of Ordinances of the City of Atlanta, and does warrant the following:

"We the supplier of goods, material, equipment or services covered by this contract will not discriminate in any way in connection with this contract in the employment of any persons, or refuse to continue the employment of any person, on account of the race, creed color, sex or national origin in such person."

7.

The Contractor agrees to comply with the provisions contained in Section 5-50B4 of the Code of Atlanta, marked "Exhibit C", attached hereto and made a part of this paragraph by reference.

8.

The Contractor agrees to hold the CITY OF ATLANTA, its officers, agents, and employees, harmless from any and all claims against the City Of Atlanta, its officers, agents and employees which arise out of any action or omission of the Contractor, or any of their officers, employees, or agents, which condition was not specified to be created or maintained by this contract. All charges for services called for herein shall be charged to and paid from Account No. 3P02 629002622Y04039997 and 3P02 T31Y04079997.

9.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement and affixed their seals by their duly authorized agents after having first been authorized to do so, all on the day and year first above specified.

ATTEST:

Olivia P. Woods  
Municipal Clerk

CITY OF ATLANTA

BY: Will Campbell  
Mayor

ATTEST:

Rachel B. Champagne  
Executive Director

METROPOLITAN ATLANTA CRIME COMMISSION

BY: [Signature]  
Chairman

APPROVED AS TO FORM:

Clifford E. Haskins  
City Attorney

APPROVED

Raymond C. Marshall  
Executive Officer